

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

PAUL ANTONELLIS, JR.
Plaintiff,

v.

TOWN OF SALISBURY AND TIMOTHY
MCINERNEY,
Defendants

CIVIL ACTION NO: 04-11678WGY

**AGENDA OF MATTERS TO BE DISCUSSED
AT THE SCHEDULING CONFERENCE**

Pursuant to Rule 16.1 (D) of the Local Rules of the United States District Court for the District of Massachusetts, the parties in the above-entitled matter propose the following agenda:

I. PROPOSED PRE-TRIAL SCHEDULE

A joint, proposed schedule for Case Management, including a discovery schedule is attached.

II. CONSENT TO TRIAL BY MAGISTRATE JUDGE

At this juncture, the parties do not wish to consent to trial by Magistrate Judge.

III. SETTLEMENT STATUS/ALTERNATIVE DISPUTE RESOLUTION

The plaintiff and defendants have engaged in settlement discussions since before the Complaint in this matter was filed. The parties participated in a non-binding mediation before the United States Equal Employment Opportunity Commission. Since that time, the plaintiff has made a settlement demand consisting of:

- a The Town must reinstate Mr. Antonellis as Fire Chief. For purposes of Retirement Board ease of computation, as of August 1, 2004, Mr. Antonellis' salary shall be officially

established by the Town at the rate of \$71,900.00. This new salary rate reflects normal pay raises that were due and shall also include all the compensation/benefits he previously received for Stand-by pay, Longevity pay, and EMT pay.

- b The Town must pay Mr. Antonellis the sum of \$40,000 which represents the difference between the Firefighter's pay and Chief's pay for the last two years.
- c This amount shall be paid directly to Mr. Antonellis in the form of a regular payroll check from the Town and wages are to be considered paid under M.G.L. Chapter 41, Section 111F status with no state or federal taxes are to be withheld. Retirement withholding shall be taken.
- d The Town must pay the legal fees incurred by Mr. Antonellis totaling \$32,000.00.
- e The Town, through its authorized representative, shall execute and deliver a mutually acceptable letter of reference to Mr. Antonellis.

The defendants have made a settlement offer in the amount of Ten Thousand (\$10,000.00) Dollars, contingent upon the plaintiff, resigning from his position with the Town of Salisbury.

All counsel have conferred with their clients who are aware of the use of Alternative Dispute Resolution and remain open to discussing the possibility of settlement of this matter. If parties determine that the case is suitable for mediation, the parties will file a joint statement regarding same.

IV. OTHER MATTERS

The parties acknowledge their obligation to provide a certificate confirming a client conference with regard to Alternative Dispute Resolution and budgeting pursuant to Rule 16.1(D)(3).

The Plaintiff
PAUL ANTONELLIS, JR.

The Defendants,
TOWN OF SALISBURY AND TIMOTHY
MCINERNEY,

/s/ Robert W. Walker
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